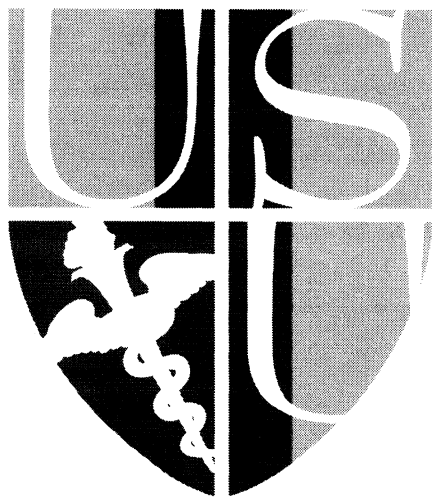


**USUHS  
INSTRUCTION  
1005**





# UNIFORMED SERVICES UNIVERSITY OF THE HEALTH SCIENCES



## SUBJECT: Private Organizations at the Uniformed Services University of the Health Sciences

### Instruction 1005

APR 19 2000

(OGC)

#### ABSTRACT

This Instruction assigns responsibilities and prescribes procedures for authorization and operation of private organizations at the Uniformed Services University of the Health Sciences (USUHS).

**A. Reissuance and Purpose.** This Instruction reissues USUHS Instruction 1005<sup>a</sup> and assigns responsibilities for authorization and review of the activities of private organizations at the USUHS.

**B. References.** See *Enclosure 1*.

**C. Applicability.** This Instruction applies to private organizations authorized by DoD Instruction 1000.15<sup>b</sup> to operate on DoD installations. Provisions of this Instruction do not apply to non-appropriated fund instrumentalities and other officially recognized Federal Government fund entities, nor to private organizations merely using USUHS meeting facilities on an occasional or one-time basis.

**D. Policy.** It is USUHS policy that:

1. All private organizations that seek to operate in USUHS facilities or wish to petition to use the title, acronym, or logo of the USUHS shall:

a. have the prior written consent of the President, USUHS, as documented by USUHS Form 1002, see *Enclosure 2*,

b. not utilize in their title or letterhead, the name, seal, or abbreviation of the Department of Defense, military departments, or military service,

c. not prejudice or discredit the USUHS or the Government by their activities,

d. not engage in activities that compete with those of any non-appropriated activities on the installation,

e. provide equal opportunity and comply with applicable labor standards for employment,

f. not limit membership based on race, color, creed, sex, age, disability, or national origin, although cultural or ethnic organizations may be permitted subject to certain conditions,

- g. have adequate insurance where appropriate,
- h. comply with applicable laws governing comparable private sector activities,
- i. document management responsibilities, including accountability for assets,
- j. provide that individuals, other than employees and those who render services, may not profit from participation,
- k. be self-sustaining, primarily through dues, contributions, service charges, or special assessments of members,
- l. not engage in resale activities, except thrift shop sales of clothing and used merchandise and occasional "sales" for fund raising purposes,
- m. use their income primarily to offset expenses, which may include competitive awards or charitable contributions, and
- n. pay for any additional security, logistical, and cleaning personnel required to support meetings, after-hours functions, etc;

2. Personal and professional participation in private organizations by DoD employees is governed by DoD 5500.7-R<sup>c</sup>; and

3. The organizations utilizing USUHS meeting facilities shall abide by the provisions of USUHS Instruction 5110<sup>d</sup>, including arranging for extra security, logistical, and cleaning personnel required to support their meetings, after-hours functions, etc.

#### **E. Logistical Support and Services.**

1. The amount and type of support provided and/or authorized to a private organization varies according to the authority under which it is organized. For purposes of this Instruction, private organizations are divided into three types, see *Enclosure 3* for detailed definitions.

a. Type 1 - Federally sanctioned private organizations provide important services to the DoD family and thereby receive certain support, both reimbursable and non-reimbursable, from the USUHS.

b. Type 2 - Affiliated private organizations and Type 3 - Independent private organizations, are provided support by the USUHS as described below.

2. The nature of the activities conducted by most Types 2 and 3 private organizations should normally require only enough space in which to conduct organizational meetings. If the use of the space, to include Government-owned portable equipment in place, utilities, and janitorial supplies, is occasional and only incidental to other uses of the facility, and provided its use entails no added maintenance expenses, reimbursement is not required. However, if the private organization has exclusive use of the facility or space on a full-time basis, an out-grant document is required under the authority of the USUHS. Reimbursement for any space occupied, to include utilities, maintenance, and other support services, will be determined in accordance with policies prescribed by the USUHS.

3. Private organizations are responsible for furnishing or procuring equipment, supplies, and other materials at their own expense. However, Government-owned equipment may be loaned or rented to a private organization physically located at the USUHS within the limitations imposed by mission, availability, and statutory authority for such utilization. Neither appropriated nor non-appropriated funds will be used to repair or otherwise restore equipment that has been used on a temporary or loan basis by tenant private organizations since such costs should be properly borne by the user.

**F. Responsibilities.**

1. The President, USUHS shall maintain cognizance over all private organizations authorized to operate at the USUHS.

2. The Vice President, Executive Affairs shall approve, if appropriate, agreements with private organizations requesting approval to operate at the USUHS.

3. The Director, Office of University Affairs shall:

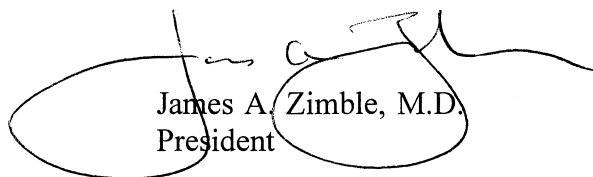
- a. maintain a list of currently approved private organizations and their officers;
- b. conduct a periodic review of private organizations at the USUHS; and
- c. coordinate private organization requests for approval to operate at the USUHS.

4. The Associate Dean, Student Affairs shall:

- a. maintain information on student private organizations;
- b. provide information on student private organizations to the Office of University Affairs (OUA); and
- c. provide, to OUA, student organization requests for approval to operate at the USUHS.

5. Officers of approved private organizations shall submit and update information required for approval/continued approval.

**G. Procedures.** See Enclosure 4.

  
James A. Zimble, M.D.  
President

Enclosures:

1. References
2. USUHS Form 1002, "Agreement Between USUHS and Independent Organization"
3. Categories of "Private Organizations"
4. Procedures



**REFERENCES**

- (a) USUHS Instruction 1005, "Private Organizations at USUHS," dated January 17, 1990 (hereby cancelled)
- (b) DoD Instruction 1000.15, "Private Organizations on DoD Installations," dated October 23, 1997
- (c) DoD 5500-7.R, "Joint Ethics Regulation (JER)," dated August 1993
- (d) USUHS Instruction 5110, "Use of Uniformed Services University of the Health Sciences Facilities," dated January 25, 1999



**AGREEMENT BETWEEN USUHS AND INDEPENDENT ORGANIZATION**

1. THIS AGREEMENT is between the Uniformed Services University of the Health Sciences (the University), an agency of the Department of Defense, and the below-named independent private organization (the organization).

a. Name and address of organization:

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b. Function and objectives of the organization:

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c. Eligibility for membership in the organization:

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d. Management responsibilities (including financial accountability) are handled by:

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2. Without necessarily approving or disapproving the goals or activities of particular organizations, the University recognizes that the availability of a wide range of opportunities for the students, faculty, and staff tends to enhance the University environment.

3. The organization is not an agent, servant, or employee of the University and nothing in this agreement is to be interpreted as making the organization an agent, servant, or employee. The University is not liable for any of the organization's contracts, torts, or other acts or omissions. The organization will not hold itself out as being part of, controlled by, or acting on behalf of the University and will take affirmative steps in all of its dealings with third parties to explain its relationship with the University. Neither the organization nor any of its members or officers are protected by the University's or the United States insurance policies or self-insurance plans. All members of the organization understand that, absent incorporation, individual members of the organization are liable if the assets of the organization are insufficient to meet the liabilities.



**Enclosure 2**

4. The University agrees to permit the use of its facilities by certain independent private organizations subject to the policies and procedures of the University applicable to such facilities. This includes paying for additional security, logistical, and cleaning personnel required to support meetings, after-hours functions, etc.

5. The organization is self-sustaining, primarily through dues, contributions, service charges, fees, or special assessments of members and the members understand that there can be no financial assistance to the organization from appropriated or non-appropriated funds of the U.S. Fundraising and membership drives are governed by DoD 5500.7-R<sup>c</sup>.

6. The organization normally will not utilize the University's name as part of the organization's name but may do so with the prior written consent of the President. However, the University invites the use of its name to identify the location of the organization: for example, "the XYZ Club at USUHS." The organization will not use any marks, symbols, logos, mottos, or indicia of the University without the express written consent of the President, USUHS.

7. The organization agrees to comply with the policies and directives set out in this Instruction, DoD Directive 1000.15<sup>b</sup>, as well as any applicable laws of the state of Maryland.

8. A copy of the organization's constitution, by-laws, charter, articles of agreement, or other authorization documents which delineate the nature, function, and objectives of the organization is attached.

9. By written notice, either party may at any time, cancel this agreement with or without good cause.

10. Failure of the University to enforce any of the provisions of this Agreement will not be construed as a waiver of that provision or any other breach thereof.

\_\_\_\_\_  
Signature and Title of Authorized Officer

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
President, USUHS

\_\_\_\_\_  
Date

USUHS Form 1002 (OUA) (Rev 4/00)

**USUHS Instruction 1005, 4/00**

## CATEGORIES OF PRIVATE ORGANIZATIONS\*

### Type 1 - Federally Sanctioned

Type 1 - Federally Sanctioned Private Organizations. Type 1 private organizations are those which are recognized in accordance with specific DoD authority or by special authority granted at the DoD Component level. All Type 1 private organizations, except those exempted in section D., DoD Instruction 1000.15<sup>b</sup>, are subject to the provisions of this Instruction. Examples of Federally sanctioned private organizations are:

#### Financial Institutions

Banking Offices  
Credit Unions

#### Community Services, Fraternal and Benevolent

Component Relief/Aid Organizations  
USO, Red Cross, United Seamen's Service

#### Labor/Management

Labor Organizations  
DoD Supervisors and Management Associations

### Type 2 - Affiliated

Type 2 - Affiliated Private Organizations. Type 2 private organizations which (a) operate on a DoD installation upon the written approval of the DoD installation commander, (b) operate as local affiliations of chapters, lodges (fraternal or benevolent organizations), posts (veterans organizations), elements of national or State chartered organizations of the private sector, and (c) engage in activities of special interest to a voluntary membership or group of participants; examples of which are:

#### Professional, Scientific, and Management

Engineering or Scientific  
NCO Association  
Nurses  
Personnel Management  
Financial Management

#### Community Services, Fraternal and Benevolent

Veterans Organizations  
Surviving Spouse or Surviving Parent  
Organizations  
Parent-Teacher Associations (PTA)  
Reserve or Retired Associations  
Affiliated Community Service Clubs

#### Sports, Hobbies, and Crafts

ABC Bowling Leagues  
Officials  
Affiliated Hobby or Craft Groups

#### Youth Organizations

Junior Army Navy Guild Organization Sports  
(JANGO)  
Scouting Organizations  
Little League

Religious Groups

Altar Societies

Guilds

Youth Organizations

Distaff/Spouse Organizations

(only those affiliated)

Type 3 - Independent

Type 3 - Independent Private Organizations. Independent private organizations which are organized, established, operated, and controlled locally by common interest groups conducting specific activities that fulfill certain accepted needs or wants of some members of the DoD family, and have no formal connection of affiliation with an organization outside of the installation; examples of which are:

Sports, Hobbies, and Crafts

Model Clubs

Stamp, Coin, Other Collectors

Theater and Dance

Fish and Game

Golf Leagues

Investment Clubs

Community Service, Fraternal and Benevolent

Thrift Shops

School Booster Clubs

Local Ethnic Groups

Child Care Centers

Preschool and Kindergarten

Social Problem Study Groups

Youth Organizations

Contemporary Age Clubs (Teens, etc.)

Youth Sports/Recreation

Distaff/Spouse Organization

Wives Clubs (may include Thrift Shop operations)

National origin clubs

Professional, Scientific, and Management   Religious Groups

Local, independent, unaffiliated organizations or groups

\* Specific organizations are listed herein for categorization purposes only. These organizations, as well as those not specifically identified, must conform to the policy provisions of this Instruction to be eligible to operate on DoD installations.

## PROCEDURES

1. Organizations wishing to operate in USUHS facilities will submit their applications for approval to operate at the USUHS to the Vice President, Executive Affairs (VEA), through the Director, Office of University Affairs (OUA). The application will detail all required information for determining approved activities as listed in USUHS Form 1002.

2. The USUHS Office of Student Affairs (OSA) will be responsible for the distribution and receipt of USUHS Form 1002 for military student organizations that have been defined as private organizations at the USUHS. The OSA will be responsible for maintaining a list of current organizations, and the officers and members of these organizations. This information will be provided to the Director, OUA, including all completed USUHS Form 1002's requiring approval by the President, USUHS.

3. For those private organizations at the USUHS that have been identified as Club Sports and engage in physical competition

(i.e., baseball, ice hockey, etc.) an additional form must be completed before approval is granted. This form will be made available through the OSA and the OUA.

4. Examples of private organizations that may apply are set forth in DoD Instruction 1000.15<sup>b</sup>. These include clubs for professional, scientific, and management purposes, for sports and recreation, for spouses, and for theater and dance groups. Specific examples include:

a. Type 1 - Federally sanctioned private organizations (e.g., Henry M. Jackson Foundation for the Advancement of Military Medicine);

b. Type 2 - Affiliated private organizations (e.g., Class Treasuries, Student and Faculty Spouses clubs, The Alumni Association, the CADUSUHS, The Vector, Family Practice and Flying Clubs, Toastmasters, and USUHS Surgical Associates); and

c. Type 3 - Independent private organizations.

Attachment:  
Club Sports and Club Sports Responsibility Form



## **CLUB SPORTS**

1. A "Club Sport" is defined as an organization which is student run and made up of entirely USUHS students, faculty, and staff whose primary purpose is competition in intra-collegiate, interservice, interclub, or intramural athletic competition, and whose athletic purpose makes the group substantially different from other pre-existing clubs. The membership of the club must be at least 51% USUHS students. An organization which meets this definition will for the purpose of this attachment be referred to as a Club Sport.
2. The Club Sport must complete an Intramural Recreational Sports Injury Report Form for any injury that occurs during a club sport activity that requires some sort of medical attention.
3. The Club Sport must provide the Associate Dean, Student Affairs with a copy of the club schedule at the beginning of each semester or as soon as practicable. This schedule will include official matches as well as practice times and the location where practices are held.
4. The Club Sport must file current information in the Office for Student Affairs. This information includes a Summary of the USUHS's Relationship with the Club Sport and Release of Liability signed by each club member, a list of the addresses and telephone numbers of the current club officers, and a copy of the club constitution or by-laws.
5. The Club Sport understands and agrees that the USUHS does not assume any responsibility for any injuries to anyone in connection with club activities, whether resulting from club practice or competition, travel or other activities, and that the USUHS will not provide payment for medical care, or provide life or accident insurance coverage for students or others engaged in club activities other than that provided to the students as members of the Uniformed Services of the United States. Each club is advised to purchase liability insurance to cover the club, its officers and members with respect to claims by participants, spectators, or others resulting from club activities not covered by medical care rendered as a result of military service.
6. An organization that meets the definition of a Club Sport will be able to use the publicity network set up by the USUHS and will receive certain priority in reserving USUHS athletic space.

Reviewed by the Associate Dean, Student Affairs:

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(Authorized Agent)



**CLUB SPORTS  
RESPONSIBILITY**

The \_\_\_\_\_ located at the Uniformed Services University of the Health Sciences (USUHS) represents that it is not connected with the USUHS or the United States Government, but only uses the facilities of the USUHS as a meeting area for its activities. The USUHS serves only to allow the \_\_\_\_\_ to publicize its activities and meet in its facilities and in no way represents, or acts as agent for, the \_\_\_\_\_ or other suppliers of services connected with the \_\_\_\_\_. The USUHS is not liable for any injury, damage, loss, accident, or other irregularity which may be caused by the negligence or default of any company, organization, or person engaged in carrying out or performing any of the services in connection with and including \_\_\_\_\_. Additionally, responsibility is not accepted for losses or expenses due to sickness, weather, or other such causes. The \_\_\_\_\_ also reserves the right to decline to accept any person or to require any participant to withdraw from the Club at any time, when such action is determined by the \_\_\_\_\_ to be in the best interests of the health, safety, and general welfare of the participant and the \_\_\_\_\_ membership.

The participant understands that engaging in the activities of this organization can be dangerous and should only be undertaken with a full appreciation of the risks involved including, but not limited to serious bodily injury.

As a condition to the acceptance of participation, each participant must agree to, and sign, the statement set forth:

**The undersigned has read this document and recognizes and accepts any risks thereof. The undersigned also understands and hereby agrees for and on behalf of himself/ herself, his/her dependents, heirs, executors, administrators, and assigns to abide by the conditions set forth under responsibility, above, and to release and hold harmless the Uniformed Services University of the Health Sciences and the United States of America and any of their officers, agents, licensees, or representatives from any and all liability for delays, injuries, or death, or for the loss of or damage to, his/her property occurring during any portion of, or in relation to, activities or operations of the \_\_\_\_\_.**



**Enclosure 4  
Attachment**

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PARTICIPANT

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DATE

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WITNESS

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